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7 Attorneys for **Defendants, COUNTY OF LOS ANGELES,**  
8 **and Sheriff's Deputy MOTON**

9 UNITED STATES DISTRICT COURT  
10 CENTRAL DISTRICT OF CALIFORNIA

11 ARTHUR WEITZEL,

Case No. 15-CV-09328 PSG(JPRx)

12 )  
13 Plaintiff,

14 vs.

) **ORDER RE STIPULATED**  
) **PROTECTIVE ORDER**

15 COUNTY OF LOS ANGELES, a )

16 local public entity, Sheriff JIM )

17 MCDONNELL, individually and in )

18 his official capacity, Sheriff's )

19 Deputy MOTEN and DOES 1-10, )

20 Defendants. )  
21 )

22 **ORDER**

23 Plaintiff ARTHUR WEITZEL and Defendants COUNTY OF LOS  
24 ANGELES and Deputy MOTON (erroneously sued as "Deputy  
25 MOTEN")(hereinafter "Defendants") (collectively the "Parties") by and through  
26 their respective counsel of record, hereby stipulate and agree to the entry of a  
27 Stipulated Protective Order (hereinafter "Stipulation" or "Order") as follows:  
28

1 Discovery in this matter will necessarily involve the discovery of peace  
2 officer personnel records, evaluations and other related documents of a highly  
3 sensitive and or private nature. The parties to this lawsuit, recognizing the  
4 sensitive nature of such records, stipulate to abide by the terms and conditions of  
5 this Protective Order.

6 1. The Parties, in the production or disclosure of documents in this case,  
7 may designate any document, thing material, testimony or other information  
8 derived therefrom that includes protectable information as “CONFIDENTIAL”  
9 under the terms of this Protective Order (collectively referred to as “Confidential  
10 Documents.”) Confidential documents include but are not limited to, personnel  
11 records, personal evaluations, disciplinary action, complaints or investigations of  
12 complaints concerning an event or transaction in which he or she participated or  
13 perceived and pertaining to the manner in which he or she performed his or her  
14 duties,

15 2. Confidential Documents do not include: (1) documents already  
16 lawfully in the possession of the party to whom which the Confidential Document  
17 is being produced; (2) documents available to the public; or (3) any document not  
18 described in paragraph 1, including, but not limited to policies and procedures of  
19 the Los Angeles County Sheriff’s Department.  
20

21 3. Attorneys for the parties shall personally secure and maintain the  
22 Confidential Documents in their possession. The Confidential Documents are to  
23 be used only for the purposes set forth below and for no other purpose.

24 4. The Confidential Documents shall be used only in the preparation of  
25 this case, up to and including the completion of the judicial proceedings, including  
26 appeal.  
27  
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1           5.     This Stipulation shall remain in full force and effect until modified,  
2 superseded or terminated on the record by agreement of the parties hereto or by  
3 order of this Court. This stipulation shall not prejudice the right of any party  
4 herein to move the Court to amend this Order.

5           6.     This Stipulation shall not operate as an agreement by any party to  
6 produce any or all documents and/or information demanded or requested by any  
7 other party during the course of discovery. This Stipulation shall not be construed  
8 as a waiver of the right to assert any objection to a discovery request or any  
9 objection to the admissibility of any document or evidence.

10          7.     Confidential Documents shall not be shown, produced or otherwise  
11 disseminated to any member of the public, counsel who are not counsel of record  
12 in this case, reporters, or the media.

13          8.     Any Confidential Document, if filed with the Court or if attached as  
14 an exhibit to a deposition or motion, shall be filed under seal after compliance with  
15 Local Rule 79-5.1 et seq. Absent a stipulation among the parties or court order  
16 with notice to all parties. If the contents of Confidential Documents are referred to  
17 or discussed during a deposition, the portion of the deposition that discusses the  
18 Confidential Documents shall be treated as a protected document hereunder.

19          9.     The Parties recognize that one purpose of this stipulation is to  
20 minimize the dissemination of the Defendants' personnel records or their contents  
21 to third parties. Dissemination of the Confidential Documents during the pending  
22 judicial proceedings shall be limited to parties, counsel of the parties, the parties'  
23 witnesses during a deposition, staff of counsel, expert witnesses, mediators,  
24 settlement officers and the court. A court reporter may also be provided with the  
25 Confidential Documents but where it has been attached to a deposition and then the  
26 protected document must be under seal and clearly marked as "Confidential."  
27  
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1           10. Prior to any disclosure of any Confidential Document to any person  
2 referred to in Paragraph 9, such person shall be provided by counsel with a copy of  
3 this Protective Order and shall in writing state that he or she has read this Order  
4 and agrees to be bound by its terms. Said counsel shall retain each signed writing.

5           11. The use of Confidential Documents disclosed in this litigation is  
6 strictly limited to use in this litigation, including but not limited to discovery,  
7 deposition(s), hearing(s), trial(s) or appeal(s) of the above-entitled action or  
8 preparation for discovery, deposition(s), deposition(s), hearing(s), trial(s) or  
9 appeal(s) of the above-entitled action. The use of Confidential Documents shall be  
10 consistent with the terms of this Stipulation.

11           12. Absent order of the Court, there will be no restrictions on the use of  
12 any document that may be introduced by any party during the trial. If a party  
13 intends to present at trial "Confidential" documents or information derived  
14 therefrom, such party shall provide advance notice to the other party at least five  
15 (5) days before the commencement of trial by identifying the documents or  
16 information at issue as specifically as possible (i.e., by Bates number, page range,  
17 deposition transcript lines, etc.) without divulging the actual Confidential  
18 documents or information. The Court may thereafter make such orders as are  
19 necessary to govern the use of such documents or information at trial.  
20

21           13. At the conclusion of the legal proceedings in this matter each person  
22 who has received a copy of Confidential Documents (court personnel excluded)  
23 shall return all such Confidential Documents to the attorneys for the party who  
24 gave him/her the copy. All copies of the Confidential Documents must then be  
25 returned to the party who produced the Confidential Documents at issue.

26           14. Any and all electronic copies made of any Confidential Documents as  
27 described herein, shall be subject to each and every provision of this Stipulation.  
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1           15. The attorneys for the parties shall not cause or knowing permit  
2 disclosure of the contents of the Confidential Documents beyond the disclosure  
3 permitted under the terms and conditions of this Order.

4           16. Protected documents on this Order shall be clearly marked by means  
5 of a stamp or demarcation indicating "Confidential."

6           17. All designations of confidential material in this case must be made in  
7 good faith. Any party who either objects to any designation of confidentiality, or  
8 who, by contrast requests still further limits on disclosure (such as an in camera  
9 review in extraordinary circumstances), may serve upon counsel for the  
10 designating person or party a written notice stating with particularity the grounds  
11 of the objection or request. If agreement cannot be reached promptly, counsel for  
12 the objecting party may seek appropriate relieve from the court in accordance with  
13 Local Rule 37.

14           18. Any party who violates this protective order may be subject to  
15 contempt and/or sanctions as the Court may deem appropriate upon notice and an  
16 opportunity to be heard (pursuant but not limited to FRCP 26 and or FRCP 37).  
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19 **IT IS SO ORDERED:**

20  
21 Dated: December 5, 2016



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23 Jean P. Rosenbluth  
24 United States Magistrate Judge  
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